

PERFORMANCE BASED
ASSISTANT SUPERINTENDENT FOR BUSINESS CONTRACT

It is hereby agreed between the Board of Education of School District 74, Cook County, Illinois, hereinafter referred to as the "Board" and DR. KEVIN J. NOHELT, hereinafter referred to as the "Assistant Superintendent for Business."

WITNESSETH:

A. EMPLOYMENT AND COMPENSATION

1. The Board hereby employs the Assistant Superintendent for Business for the period beginning July 1, 20¹²~~11~~ and ending June 30, 20¹³~~14~~. The Assistant Superintendent for Business's work year shall consist of 260 days. Employment shall be in accordance with Section 10-23.8a of the Illinois School Code and the Assistant Superintendent for Business waives tenure to the extent provided herein.
2. The annual base salary for the Assistant Superintendent for Business for the twelve month period beginning July 1, 20¹²~~11~~ will be One Hundred Sixty-Two Thousand Seven Hundred and Forty Dollars (\$162,740.00).
3. In addition to the above base salary, the Board of Education shall calculate and pay on behalf of the Assistant Superintendent for Business all employee contributions to the Illinois Teachers' Retirement System ("TRS") as required by Section 16-152.1 of the Illinois Pension Code and the Teachers Health and Security Fund ("THIS"). Contributions so picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. The Assistant Superintendent for Business shall not have the option of choosing to receive directly the amount contributed to the TRS and THIS by the Board on his behalf, nor any right or claim to the

**PLAINTIFF'S
EXHIBIT**

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contributions to the TRS and THIS except as such may subsequently become available pursuant to the provisions of the Pension Code, TRS and THIS rules and regulations. The Board shall also pay the required Assistant Superintendent for Business Medicare tax contribution on the Assistant Superintendent for Business behalf.

B. EVALUATION

This is a performance-based contract, for which basic goals and indicators of performance have been established and agreed to by the parties and are attached hereto and incorporated herein as Exhibit A. It is expected that these goals will be achieved by no later than June 30, 2014, unless otherwise agreed by the Superintendent of Schools and the Assistant Superintendent for Business and approved by the Board due to unexpected circumstances or a decision to delete or substantially modify any of the goals.

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As part of the Assistant Superintendent for Business's annual evaluation, the Superintendent and the Assistant Superintendent for Business will review progress toward achievement of goals and make appropriate modifications to goals, subject to review and approval by the Board. The annual evaluation shall take place no later than February 1 of each contract year.

The Board, the Assistant Superintendent for Business and the Superintendent recognize that achievement of goals and improvement of student academic performance is dependent on continued Board and Superintendent support of the goals, including the provision of adequate financial support within available resources. The Board, Assistant Superintendent for Business and the Superintendent also recognize that circumstances beyond the control of the Board, Assistant Superintendent for Business and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board or the

Superintendent is unwilling or unable to support the goals, either financially or in principle, the Board, Assistant Superintendent for Business and the Superintendent will modify or delete any of the goals as appropriate.

C. BENEFITS

1. The Assistant Superintendent for Business shall be entitled to twenty (20) days vacation for each contract year. Said vacation shall be used during each contract year. Unused vacation days will be rolled into sick days the following year.
2. The Assistant Superintendent for Business shall be entitled to seventeen (17) sick days each contract year during the term of this contract. Unused sick leave shall accrue.
3. The Assistant Superintendent for Business shall be entitled to four (4) personal leave days each contract year during the term of this contract. Unused personal leave days will "roll over" as sick days the following year.
4. The Assistant Superintendent for Business shall be entitled to attend one national conference, at the District's expense, each contract year as approved by the Superintendent.
5. The Assistant Superintendent for Business shall be entitled to term life insurance in the amount of \$150,000. In addition, the Board shall contribute \$15,000 each contract year towards the premium of whole-life insurance policy insuring the life of the Assistant Superintendent for Business, for the beneficiaries of his choosing. The term life and whole-life premiums will be paid annually by the Board on the Assistant Superintendent for Business behalf.

6. The Board shall pay the cost of the Assistant Superintendent for Business annual dues to state, national and civic organizations or professional membership as approved by the Superintendent during the term of this contract.
7. The Board shall provide the Assistant Superintendent for Business with, and pay for, full family health, major medical, long-term disability, vision and dental insurance coverage pursuant to the terms and conditions of the group plan(s) in effect in the District at that time. In addition, the Board shall pay annually Nine Hundred Dollars (\$900.00) towards a Flexible Spending Account on the Assistant Superintendent for Business behalf. This amount will increase annually to match any increase for dependent deductible as set forth by the Internal Revenue Service (IRS).
8. The Assistant Superintendent for Business shall be provided with an annual mileage reimbursement of up to One Thousand Two Hundred Dollars (\$1,200.00). In addition, the Assistant Superintendent for Business shall be reimbursed for job related travel as approved by the Superintendent.
9. The Assistant Superintendent for Business, as a condition of employment, must obtain an annual comprehensive health examination by a physician licensed in Illinois to practice medicine and surgery in all the branches, the cost not to exceed Seven Hundred and Fifty Dollars (\$750.00) to be paid by the Board. Verification of the ability to perform said position shall be submitted to the Superintendent for review and payment.

D. DUTIES

The Assistant Superintendent for Business may attend university courses, seminars or other professional growth activities, serve as a consultant to another district or educational

agency, lecture, engage in writing activities and speaking engagements without loss of salary. This is seen as beneficial to both the Assistant Superintendent for Business and Lincolnwood School District 74.

E. REAPPOINTMENT

The Assistant Superintendent for Business shall be notified no later than February 1 of the contract year if the Board will not renew the current contract for the next school year. Compensation and benefits will be discussed annually.

F. TERMINATION

This contract may be terminated by:

1. Mutual agreement of the parties.
2. Resignation or retirement, provided however, the Assistant Superintendent for Business gives the Board at least ninety (90) days written notice of the proposed resignation or retirement.
3. Discharge for cause. "For cause" shall mean any conduct, act or failure to act by the Assistant Superintendent for Business which is detrimental to the best interest of the District, including, but not limited to failure to comply with the terms and conditions of this contract, provided the Board does not act arbitrarily or capriciously. In the event of discharge for cause, the Assistant Superintendent for Business shall be provided with written reasons, notice of hearing, and a hearing before the Board. If the Assistant Superintendent for Business chooses to be accompanied by counsel at such hearing, all such personal expenses shall be paid by the Assistant Superintendent for Business.

NOTICE

All notices under this agreement shall be deemed sufficient if given in writing and sent mail to the last known address of the Assistant Superintendent for Business or the President of Board.

APPLICABLE LAW

This contract is subject to the Illinois School Code, the regulations of the State Board of cation and the North Cook Intermediate Service Center and the policies of the Lincolnwood ol District 74 Board of Education.

IN WITNESS WHEREOF, pursuant to the motion adopted by the Lincolnwood School rict 74 Board of Education, this contract is executed by both parties effective this first day of

2012.
2011. *[Signature]*
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January 21, 2012 *[Signature]*
d: November 3, 2011 *DGH*

**Board of Education
Lincolnwood School District 74
Cook County, Illinois**

By: *David L. Leder*
President, Board of Education

Attest: *Pauline Tomber* 2/2/12
Secretary, Board of Education

[Signature]
[Signature]
January 21, 2012
l: November 3, 2011

Assistant Superintendent for Business

By: *[Signature]*
Dr. Kevin J. Nohelty